

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.1172 OF 2003
IN
SUMMARY SUIT NO.3433 OF 2003

Reuters India P.Ltd. ..Plaintiff

Vs.

Wall Street Interchange P.Ltd. ..Defendants

Ms.Vandana Gupte a/w Padmaja Dholakia i/b Dholakia
Gupte and Co. for the plaintiff

None for the defendants

CORAM : S.U.KAMDAR, J
DATED : 12TH SEPTEMBER, 2005

P.C.:

1. The present suit is filed on the basis of service contract for running the services of providing information services. The contract is at Ex.A to the plaint. In Clause 3 the charges are required to be paid by the defendant which is the integral part of the contract itself. It is the case of the plaintiff that the plaintiff has provided the necessary service and raised bills. However, defendant has not paid the amount. Suit is filed for Rs.1,42,222.37 . Writ of Summons were served. Vakalatnama is filed. Summons for

Judgment No.1172 of 2003 is taken out. In spite of the fact that the summons for judgment is served and Affidavit of service is filed dt.8.4.04, defendant has neither tendered any affidavit in reply nor is appearing in the matter in spite of notice. Compilation of documents are taken on record and marked Ex.P-1 collectively. In view thereof, Summons for Judgment is made absolute. Suit is decreed. Interest is not claimed in view of absence of interest amount in the contract. In that view of the matter, suit is decreed as prayed. Suit is accordingly disposed of. In view thereof, summons for judgment does not survive. The same is dismissed as infructuous. Refund of Court Fee as per rules. No order as to costs.